

# MORTGAGE RECORD No. 45.

331

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 11th day of August in the year of our Lord  nineteen hundred and nine (1909), between A. M. Reser and M. W. Reser, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and S. M. Reynolds of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred (\$800.00) and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

Beginning, at the South West Corner of North West Quarter (NW) of Section Thirty (30), Township Fourteen (14), Range Twenty (20), running East 80 rods; Thence North 80 rods; Thence West 80 rods; Thence South 80 rods to place of beginning, containing 40 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. M. Reser and M. W. Reser, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred dollars according to the terms of one certain note this day executed and delivered by the said A. M. Reser and M. W. Reser, his wife to the said party of the second part due five years after date with interest at 6% per annum, payable semi-annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said A. M. Reser and M. W. Reser, his wife, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

A. M. Reser [SEAL]  
M. W. Reser [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 11th day of August A. D. 1909, before me,

Frank E. Banks a Notary Public in and for said County and State, came

A. M. Reser and M. W. Reser, his wife

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires November 5th 1910 Frank E. Banks Notary Public.

Filed for Record the 11th day of August A. D. 1909, at 4:05 o'clock P. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

This Release was written with original Mortgage and is not a part of the same.

Release.

The note herein described having been paid in full, this mortgage is hereby released, and the first thirty cents belonging to the State of Kansas, the 11th day of November A.D. 1914 W.C. Hooper

(For assign see Book 47, 442)